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November 20, 1987

Michelle Reynolds, Esq.
Department of Energy
Albuquerque Operations Office
P.O. Box 5400
Albuquerque, New Mexico 87115

Re: Cook v. General Electric Co., et al.

Dear Michelle:

In April, 1985, we gave the government prompt notice of the lawsuit brought by Glenwood Cook against Brush Wellman Inc. and provided a copy of Contract No. AT (30-1)-541 between Brush and the United States Government. Under that contract, the government was obligated to defend Brush and hold it harmless from various expenses including litigation expenses.

We provided a copy of the contract as well as pleadings and other materials to the Department of Energy ("DOE"). We coordinated the defense of the action with the DOE and kept it informed of the status of the case throughout the litigation. We pursued the defense vigorously and, through our efforts, were able to obtain a dismissal of the action against Brush.


Brush submitted an invoice for the amounts it incurred to defend the action on the government's behalf. After submission, both Brush personnel and I checked on its status and offered to provide any additional information the government might need. In late January, after having received no payment despite numerous inquiries, I wrote to learn of the status of the payment.

Rec'd
11-25-87

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Michelle Reynolds, Esq.
November 20, 1987
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The government considered the invoice submitted by Brush for over three months before it confirmed that it indeed owed to Brush the amounts set forth in the invoice. In February, 1987, Brush was informed that the government admitted that it owed Brush the invoice amount and that it would pay the amount.

A handwritten signature in cursive script, appearing to read "Janet L. Miller".

Janet L. Miller

cc: Robin Henderson, Esq.